

Contract Amendment # 4__/Renewal # _2_

This is an Amendment/Renewal to the Contract entered into by and between Indiana Department of Administration (hereinafter referred to as "State") and Safety-Kleen (hereinafter referred to as "Contractor") dated 10/3/2007. In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to amend the existing contract as follows:

To add the following item:

Oil, 5w20 GF-4/SM Price 29.88 Case

The following price changes:

<u>Item</u>	<u>Current Price</u>	<u>New Price</u>
Fluid, Transmission, Automatic, Level H, Dexron III Mercon, 12 Qt/case, 10 case minimum – All Districts	\$28.11	\$28.37
Fluid, Transmission, Automatic, Level H, Dexron III Mercon, 55 Gal Drum, 2 Drum minimum- All Districts	\$340.69	\$349.45
Oil, Motor SAE10w30, 12 qt/case 10 cs minimum All Districts	\$24.38	\$24.77
Oil, Motor SAE10w30, 55 Gal Drum, 2 drum minimum All Districts	\$280.06	\$291.01
Oil, Re-refined, 5w30 Bulk Package, District 20 & 30	\$5.75	\$5.95
Oil, Re-refined, 5w40 Bulk Package, District 20 & 30	\$6.42	\$6.60
Oil, Motor, SAE 15W40 12qt/case 10 cs minimum All Districts	\$32.03	\$32.42
Oil, Motor, SAE 15W40 55 gal drum, 2 drum minimum All Districts	\$386.54	\$397.48
Oil, Motor, SAE5w30, 12 qt/cs, 10 cs minimum All Districts	\$28.78	\$29.22
Oil, Motor, SAE5w30, 55 gal drum, 2 drum minimum All Districts	\$349.52	\$361.35
Oil, Re-Refined, 30w, 55 gal drum, 2 drum minimum All Districts	\$357.45	\$370.75
Oil, Hydraulic, Light, AW32, ISO-VG grade, American's Choice, 55 gal drum, All Districts	\$213.63	\$225.44
Oil, Hydraulic, Medium, AW46, ISO-VG grade, American's Choice, 55 gal drum, All Districts	\$225.52	\$237.33
Fluid, Tractor, Universal, ISO, American's Choice, 55 Gal Drum, All Districts	\$288.45	\$299.31

Further pursuant to the original contract renewal clause the State hereby exercises its option to renew this contract under the same terms and conditions of the original contract dated 10/3/2007 to include the above named amendment. The contract term shall commence on 10/3/2007 and shall terminate on 10/2/2010.

Total amount of this action is .00.

All other matters previously agreed to and set forth in the original agreement and not affected by this Amendment shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

Contractor:

Signature: Kevin A. Jerich
Printed Name: Kevin A. Jerich
Title: Director Oil Business Development
Date: September 24, 2009

State of Indiana Agency:

Signature: Susie Smith
Printed Name: Susie Smith
Title: Purchasing Administrator
Date: 9/25/09

Indiana Office of Technology

N/A
Gerry Weaver
Chief Information Officer
Date: _____

Department of Administration

Mess-Dexter-Reese/CPO
Mark W. Everson
Commissioner
Date: 9/25/09

State Budget Agency

Jack A. Mynatt For
Christopher A Ruhl
Director
Date: 9-29-2009

Office of the Attorney General

Lusan Sr. Gurd
Gregory F. Zoeller
Attorney General
Date: 10/1/09